

UNITED STATES OF AMERICA,

Plaintiff,

v.

STEPAN COMPANY,

Defendant.

Civ. No. _____

CONSENT DECREE

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I. BACKGROUND

A. During the mid-1970's, the Lightman Drum Company ("LDC") and Jerome Lightman allegedly disposed of drums of hazardous substances on a parcel of property located on Black Horse Pike in Hamilton Township, Atlantic County, New Jersey. The hazardous substances disposed of at the disposal site allegedly were generated by at least eleven companies including Stepan Company.

B. In 1981, the New Jersey Department of Environmental Protection ("NJDEP") notified the United States Environmental Protection Agency ("EPA") of the existence of the disposal site. EPA conducted a study of the disposal site in 1982. The disposal site was listed on the National Priorities List ("NPL") in 1983, and was identified as the D'Imperio Property Superfund Site ("Site"). EPA completed a Remedial Investigation/Feasibility Study ("RI/FS") at the Site in February 1985. The RI/FS indicated that the soils at, and the groundwater beneath, the Site were contaminated with numerous hazardous substances.

C. In May 1985, the Regional Administrator, EPA Region II, signed a Record of Decision ("ROD") relating to the Site. The ROD provided for, *inter alia*, excavation of contaminated soils and the installation of a groundwater extraction and treatment system, to clean up the contamination at the Site. EPA and its contractors completed the first phase of the cleanup in 1987, which was comprised of the excavation and off-site disposal of 3,900 cubic yards of contaminated waste, soil, and buried drums at an off-site RCRA-approved disposal facility.

D. In November 1992, the United States, on behalf of the Administrator of EPA, filed a complaint pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), against LDC, Jerome Lightman and eleven of the companies alleged to have generated the hazardous substances disposed of at the Site. The complaint sought reimbursement of response costs incurred and to be incurred at or in connection with the Site. This cost recovery action was resolved pursuant to two consent decrees, one with 16 alleged generators which was entered by the Court in September 1999, and one with LDC and Jerome Lightman which was entered by the Court in March 2001.

E. In August 1993, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), EPA issued an Administrative Order, Index No. II-CERCLA 20117 ("1993 Order") to LDC, Jerome Lightman and eleven generators at the Site, including Stepan. The 1993 Order directed the respondents to modify the remedial design for the groundwater remedy; perform the groundwater remedy; and conduct a soil study.

F. The eleven generator respondents to the 1993 Order agreed to comply with the 1993 Order (collectively, "Performing Parties"). The Performing Parties completed construction of the groundwater treatment system, and are currently performing the operation and maintenance phase of the groundwater remedy.

G. The Performing Parties completed the required soil study in 1998. The soil study indicated that numerous CERCLA hazardous substances still remain in an area of the subsurface soils within the former disposal area at the Site. Accordingly, in January 2000, EPA, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), issued a modification to the 1993 Order ("January 2000 Modification"). The January 2000 Modification was issued to the same parties as were respondents to the 1993 Order, including Stepan, and required the respondents to perform additional response actions at the Site, specifically: (1) conduct an investigation to characterize and delineate the contaminated soils remaining in the former disposal area; and (2) prepare a report identifying alternative methods of cleaning up the contaminated soils.

H. Stepan received the January 2000 Modification, notified EPA that it would not comply with the January 2000 Modification, and did not comply with the January 2000 Modification.

I. The United States has incurred additional response costs in connection with its enforcement activities related to Stepan's failure to comply with the January 2000 Modification.

J. The United States, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106(b)(1) and 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9606(b)(1) and 9607(a), as amended ("CERCLA"), seeking reimbursement of response costs incurred regarding its enforcement activities and seeking civil penalties in connection with Stepan's failure to comply with the January 2000 Modification.

K. Stepan does not admit any facts or liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

L. The United States and Stepan agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

“Consent Decree” shall mean this Consent Decree.

“Day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

“Effective Date” shall mean the effective date of this Consent Decree as provided in Paragraph 32.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

“January 2000 Modification” shall mean the modification of the 1993 Order, issued by the Regional Administrator, EPA Region II, on January 7, 2000, pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

“1993 Order” shall mean the Administrative Order, Index No. II-CERCLA-20117, issued by the Regional Administrator, EPA Region II, on August 5, 1993 pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States and the Settling Defendant.

"Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid in connection with the enforcement of the January 2000 Modification through the date of lodging of the Consent Decree pursuant to Paragraph 30, plus accrued Interest on all such costs through such date.

"Plaintiff" shall mean the United States.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendant" shall mean Stepan Company.

"Site" shall mean the D'Imperio Property Superfund Site, which is located within a 30-acre area that is located within the triangle formed by the intersections of U.S. 322 (Black Horse Pike), Route 40 and Cologne Road in Hamilton Township, Atlantic County, New Jersey. The Site includes the parcel identified as Block 1134, Lot 3.03 on the tax map for Hamilton Township.

"United States" shall mean the United States of America, including it departments, agencies and instrumentalities.

V. PAYMENT

4. Payment of Past Response Costs and Civil Penalties to the EPA Hazardous Substance Superfund. Within 30 days of the Effective Date, Settling Defendant shall pay to the EPA Hazardous Substance Superfund \$35,000 in reimbursement of Past Response Costs and \$30,000 in settlement of claims for civil penalties, plus an additional sum for Interest on those amounts calculated from November 4, 2002 through the date of payment. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the USAO File Number, the EPA Region and Site Spill ID Number 02-21, and DOJ Case Number 90-11-3-942/1. Payment shall be made in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit of the U.S. Attorney's Office in the District of New Jersey following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendant shall send notice to EPA, DOJ and the Regional Financial Management Officer in accordance with Section XI (Notices and Submissions) that payment has been made.

5. Settling Defendant shall send notice to EPA, DOJ and the Regional Financial Management Officer in accordance with Section XIII (Notices and Submissions) that the payments required under this Section has been made.

VI. CERTIFICATION

6. Within 30 days of the Effective Date, Settling Defendant shall certify that it has made a payment of \$16,097 to the D'Imperio Property Site Group, through its "Quarles & Brady Trust Account", in relation to work that the D'Imperio Property Site Group performed pursuant to the January 2000 Modification.

7. The payment described in the certification under this Section is subject to final allocation upon the disposition of the outstanding contribution litigation between Settling Defendant and the D'Imperio Property Site Group ("Contribution Litigation"), whether such disposition is by way of settlement or judgment. The terms of this settlement are inadmissible in any litigation, including the Contribution Litigation, and do not constitute a finding or admission of fact concerning the final allocation in the Contribution Litigation.

8. Settling Defendant shall send the certification to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

VII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

9. Stipulated Penalty.

a. If any amounts due to EPA under this Consent Decree are not paid by the required date, Settling Defendant shall pay to EPA as a stipulated penalty, \$1,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

EPA Region II
Superfund Accounting
P.O. Box 360188M
Pittsburgh, PA 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Settling Defendant, the EPA Region and Site Spill ID Number 02-21, the USAO File Number, and DOJ Case Number 90-11-3-942/1. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter[s], shall be sent to EPA, DOJ and the Regional Financial Management Officer as provided in Paragraph 27 (Notices and Submissions).

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under Paragraph 9 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

13. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 14 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendant, its successors and assigns: (a) pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs; and (b) pursuant to Section 106(b)(1) of CERCLA, 42 U.S.C. §§ 9606(b)(1) for Stepan's failure to comply with the January 2000 Modification. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section V (Payment) and Paragraph 9 (Stipulated Penalty for Late Payment), and the certification required by Section VI. This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

14. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 13 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. criminal liability;

d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906, other than in connection with the January 2000 Modification; and

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANT

15. Settling Defendant covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

17. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each Party expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

18. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

19. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ

in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

20. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section IX.

XI. ACCESS TO INFORMATION

21. Settling Defendant shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to all transactions relating to alleged disposals of Settling Defendant's wastes at the Site, including Settling Defendant's transactions with Lightman Drum Company.

22. Confidential Business Information and Privileged Documents.

a. Settling Defendant may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendant that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendant.

b. Settling Defendant may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege in lieu of providing documents, it shall provide Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are

privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

23. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RETENTION OF RECORDS

24. Until ten years after the Effective Date, Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

25. After the conclusion of the document retention period in the preceding paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendant shall deliver any such records or documents to EPA. Settling Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor.

26. By signing this Consent Decree, Settling Defendant certifies that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents,

which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIII. NOTICES AND SUBMISSIONS

27. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ and Settling Defendant, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ No. 90-11-3-942/1

As to EPA:

Chief, New Jersey Superfund Branch
U.S. EPA - Region II
290 Broadway, 17th Floor
New York, NY 10007-1866
Attn: D'Imperio Site Attorney

and

Chief, New Jersey Remediation Branch
Emergency and Remedial Response Division
290 Broadway, 19th Floor
New York, NY 10007-1866
Attn: D'Imperio Site Project Manager

*Regional Financial Management
Officer:*

Chief, Financial Management Branch
U.S. EPA - Region II
290 Broadway, 29th Floor
New York, NY 10007-1866

As to Settling Defendant:

Michael Bogdonoff, Esq.
Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, PA 19103-2793

XIV. RETENTION OF JURISDICTION

28. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION

29. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

30. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

31. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. EFFECTIVE DATE

32. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVIII. SIGNATORIES/SERVICE

33. The undersigned representative of the Settling Defendant and the Deputy section Chief for the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice each certify that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

34. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the

United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

35. Settling Defendant hereby identifies Michael Bogdonoff as the agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XIX. FINAL JUDGMENT

36. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States and the Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Stepan Company*, relating to the D'Imperio Property Superfund Site.

FOR THE UNITED STATES OF AMERICA

12/4/03

Date

CATHERINE R. MCCABE
Deputy Section Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

12/4/03

Date

MARK A. GALLAGHER
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
202-514-5405

12/15/03

Date

LOUIS J. BIZZARRI
Assistant United States Attorney
Mitchell H. Cohen Courthouse
P.O. Box 1427
Camden, New Jersey 08101
856-757-5412

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Stepan Company*, relating to the D'Imperio Property Superfund Site.

9/25/03
Date

Jane M. Kenny
Regional Administrator
U.S. Environmental Protection Agency - Region II
290 Broadway, 17th Floor
New York, NY 10007-1866

9/29/03
Date

Michael J. van Itallie
Assistant Regional Counsel
U.S. Environmental Protection Agency - Region II
290 Broadway, 17th Floor
New York, NY 10007-1866

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Stepan Company*, relating to the D'Imperio Property Superfund Site.

FOR STEPAN COMPANY:

9/24/03
Date

Signature:

Name (print):

Title:

Address:

F. Samuel Eberts III

Vice President, General Counsel

22 W. Frontage Rd.

Northfield, IL 60093